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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

QUINCY BIOSCIENCE, LLC,

Plaintiff,

vs.

BOOK SCOOP, LLC,

Defendant.

Case No. 2:22-cv-09248-JFW-KSx

FINAL JUDGMENT

FINAL JUDGMENT

1 The Court, having considered the Motion for Entry of Default Judgment filed by
2 Plaintiff Quincy Bioscience, LLC (“Quincy”), and for good cause appearing, hereby
3 **ORDERS, ADJUDGES, AND DECREES** as follows:

4 1. This Court has personal jurisdiction over Quincy and Defendant Book Scoop
5 LLC (“Defendant”).

6 2. This Court has subject matter jurisdiction over this action pursuant to 15
7 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(b) and (d).

8 3. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b).

9 4. Quincy is a corporation duly organized and existing under the laws of the
10 State of Wisconsin, with an office and principal place of business in Wisconsin.

11 5. Defendant is a Colorado limited liability company.

12 6. Quincy owns all rights to U.S. Trademark Registration No. 3,349,755 for the
13 PREVAGEN® mark, which is used in connection with “dietary supplements” in
14 International Class 005 and United States Classes 006, 018, 044, 046, 051, and 052. The
15 PREVAGEN® mark was registered on December 4, 2007, is in full force and effect, and
16 is incontestable pursuant to 15 U.S.C. § 1065.

17 7. Defendant has offered to sell, has sold, and has delivered within the United
18 States dietary supplements identified as Quincy’s PREVAGEN® Extra Strength products
19 consisting of counterfeit material not manufactured by Quincy or authorized by Quincy
20 and not containing genuine PREVAGEN® dietary supplements, in counterfeit box
21 packaging bearing the PREVAGEN® mark without any authorization by or from Quincy.

22 8. Defendant is not now, nor has it ever been, associated with, affiliated with,
23 connected with, licensed, endorsed, or sanctioned by Quincy.

24 9. Defendant’s acts as described herein were deliberately calculated to confuse
25 and deceive the public and were performed with full knowledge of Quincy’s trademark
26 rights.

27 10. Defendant’s use of the PREVAGEN® marks as described herein creates the
28 erroneous impression that Defendant’s counterfeit products emanate or originate from

1 Quincy, and/or that Defendant's products are authorized, sponsored, approved,
2 manufactured, or distributed by Quincy, even though they are not.

3 11. Defendant's unauthorized use of the PREVAGEN® mark constitutes (i)
4 trademark counterfeiting under 15 U.S.C. § 1114(1)(a), (ii) trademark infringement under
5 15 U.S.C. § 1114, (iii) false designation of origin and unfair competition under 15 U.S.C.
6 § 1125, (iv) false advertising under 15 U.S.C. § 1125(a)(1)(B), and (v) unfair competition
7 under California common law.

8 12. Defendant's acts as described herein were willful and deliberate, and this is
9 an exceptional case under 15 U.S.C. § 1117.

10 13. Defendant's actions have caused, and unless enjoined by this Court will
11 continue to cause, serious and irreparable injury to Quincy, for which Quincy has no
12 adequate remedy at law.

13 **NOW, THEREFORE, IT IS FURTHERED, ADJUDGED, AND DECREED AS**
14 **FOLLOWS:**

15 A. Final Judgment is entered in favor of Quincy and against Defendant on
16 Quincy's claims for: (i) trademark counterfeiting under 15 U.S.C. § 1114(1)(a), (ii)
17 trademark infringement under 15 U.S.C. § 1114, (iii) false designation of origin and unfair
18 competition under 15 U.S.C. § 1125, (iv) false advertising under 15 U.S.C. §
19 1125(a)(1)(B), and (v) unfair competition under California common law.

20 B. Defendant, its officers, agents, servants, employees, successors, successors
21 in interest, and attorneys, and all other persons who are in active concert or participation
22 with them, who receive actual notice of this injunction by personal service or otherwise,
23 are permanently enjoined and restrained from:

- 24 a. Using the PREVAGEN® mark, or any reproduction, counterfeit, copy, or
25 colorable imitation of the PREVAGEN® mark;
- 26 b. Using any mark or symbol that may be calculated to represent, or which
27 has the effect of representing, that Defendant's service or products are
28 sponsored by, authorized by, or in any way associated with Quincy;

1 c. Falsely representing that Defendant is associated with or sponsored by
2 Quincy or engaging in any act which is likely to cause the trade or
3 purchasing public to believe that Defendant is in any way associated with
4 or sponsored by Quincy;

5 d. Selling, marketing, distributing, or offering to sell, market, or distribute,
6 within the United States or into or from the United States, any counterfeit
7 dietary supplements using in any way the PREVAGEN® mark;

8 C. Quincy is awarded statutory damages against Defendant under 15 U.S.C. §
9 1117(c) in the sum of \$30,000, said amount to be paid by Defendant to Quincy.

10 D. Quincy is awarded attorneys' fees and costs against Defendant in the amount
11 of \$44,052.50, to be paid by Defendant to Quincy.

12 **IT IS SO ORDERED.**

13
14
15 Dated: May 2, 2023

By: 

The Honorable John F. Walter
United States District Judge